
CITY OF SAN ANTONIO PURCHASING DEPARTMENT

Issued By: JM
BID NO.: A829b-07-JM

Issued: November 9, 2006
Page 1 of 15

**FORMAL INVITATION FOR BIDS
ANNUAL CONTRACT FOR LAWN MOWING SERVICE
AT CITY PARKS**

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **NOVEMBER 27, 2006**

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids	Specifications and General Requirements
Terms and Conditions of Invitation for Bids	Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

☐ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) _____

☐ Female Owned ☐ Handicapped Owned ☐ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Other (specify) _____

Tax Identification Number: _____

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
------------------------	----------------------	--------------	----------------

Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS**READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City’s ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;

3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Best Value Item” basis. An “All or None” basis bid must include all items upon which bids are invited.

- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder’s response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.

- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing Department, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) The City may terminate this contract without cause. The City shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing Department with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.
- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate meeting the requirements set forth in these specifications **will be submitted within 10 days upon request**. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing Department

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing Department at (210) 207-7260.

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: Contract shall be for the period beginning on award thru September 30, 2007

The City of San Antonio reserves the right to extend the contract period for two (2) additional years based on the initial bid submitted, upon mutual consent of City of San Antonio and the contractor.

SCOPE:

The City of San Antonio is soliciting bids for vendors to provide lawn maintenance service at various City Parks. The contractor shall furnish all labor, tools, equipment, materials, fuel, performance bond and supplies necessary to perform the work specified herein.

STANDARD REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to the City Purchasing Manager that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
 - a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
 - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check. (Paragraph 11b on the Terms and Conditions of Invitations for Bids is hereby deleted.)
 - c. Bidders' facilities and equipment will be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
4. Price must remain firm for the duration of the contract period.
5. The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.

SITE EXAMINATION:

The contractor shall familiarize himself/herself with the sites and be held to have examined the same and be satisfied as to the extent of the work and as to the conditions under which he/she will be obligated to perform the work or that will in any manner affect the work under this contract. Contact Mr. Steven Coussoulis at (210)-207-3143, or Mr. Chuck Van Zandt at (210) 207-3066 to schedule jobsite visit or for technical assistance. Contact Jesse Martinez, Buyer for any assistance regarding Invitation for Bid at (210)-207-4043.

GENERAL CONDITIONS:

1. The contractor shall furnish all labor, fuel, tools, equipment, materials, supervision and supplies necessary to complete the work.
2. Contractor shall have all required insurances such as workers compensation, property and auto liability with limits as shown below and hold all proper and current licenses and bonds.
3. The contractor shall do all work in a superior workmanlike manner, satisfactory to the City of San Antonio.

4. The contractor must be an established company providing this type of service. Contractor shall provide a list of three companies or clients that are currently receiving its lawn service. Bids submitted without documentation may be subject to rejection.
5. The contractor shall bill the City of San Antonio at the end of each month for services provided. Contractor must furnish an invoice for work performed. Invoice must be signed by the supervisor designated by the Parks & Recreation Department.
6. Prices shall be firm for the contract period. The quantities indicated are estimates only and are in no way binding upon the City of San Antonio. Estimated quantities will be used for the purpose of evaluation. The City may add or delete additional sites as needed.
7. Mowing shall not be done on Air Quality Health Alert Days.
8. Canceled scheduled mowing due to inclement weather will be rescheduled with the respective Parks & Recreation representative. Additional mowing may be scheduled in advance with contractor. Cost of additional mowing will be based on the bid price submitted for the respective line item.
9. **The contractor shall contact the designated Parks representative in advance of scheduled mowing, with the list of the order in which the parks will be mowed. This list shall be faxed, E-mailed or hand carried to the Parks Department representative.**
10. **ALL SCHEDULED MOWINGS MUST BE VERIFIED BY THE PARKS DEPARTMENT REPRESENTATIVE PRIOR TO COMMENCEMENT.**
11. In cases of wet weather, contractor will need to check with the Parks representative before mowing and to determine if a rain day has been called. The Parks Department representative may notify the contractor when it is acceptable to mow, and they also have the right to stop the contractor from mowing at anytime.
12. Contractor shall report all graffiti to GRAFFITTI HOTLINE at 207-4400.
13. These locations may be residential areas therefore use of power equipment will not be used prior to 8:30 a.m.

INSURANCE REQUIREMENTS:

The contractor shall maintain, for the duration of this agreement and any extensions or renewals hereof, insurance by a company or companies qualified to do business in the State of Texas, and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Type	Amount
*Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability	<u>For Bodily Injury and Property Damage</u>

Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- *Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage.

SCOPE OF WORK:

1. The contractor shall be required to pick up and legally dispose of litter within the location each time the cycle of work is to be performed prior to mowing. Litter is defined as trash, garbage such as paper, wood, rubber, plastic and glass products.
2. The contractor shall mow, as close as possible, to all fixed objects exercising extreme care not to damage trees, plants, shrubs, signs, water faucets, valves or other appurtenances. The Contractor, at his expense, will be responsible for any damages to trees, plants, etc. Hand/string trimming around such objects shall be required.
3. When removing trash, contractor will also be responsible for removing any brush which might be in the way of the area to be mowed. Fallen branches must be removed so that complete area may be mowed.
4. Smooth cut areas will be mowed at 2" to 2 ½". Rough cut areas mowed at 3". During water restriction, mowing heights may be raised. Mowing heights during said time will be determined by the Parks representative.
5. Trimming method is at the discretion of the contractor—string trimmer or edger, but all curb lines and edges must be trimmed/edged. This edging must also be done around all landscaped areas on islands/medians.
6. Contractor shall immediately remove and properly dispose of any debris generated by the mowing/trimming operations.

7. Edging must also be done around all landscaped areas and fixtures, to include but not limited to picnic tables, fence lines, light poles, trashcans, trees, walkways, benches, etc., in parks.
8. Side walks, sidewalk to curb, and curb to pavement shall be kept free of weeds by use of mechanical and or an EPA approved chemical.

FREQUENCY OF WORK:

Park Sites will be done every **seventeen (17) calendar days** from the date of initial mowing. Initial mowing date will be established upon vendor's receipt of Purchase Order.

PERFORMANCE BOND:

Successful bidder shall provide a performance deposit in the amount of **10% of the total contract price for one (1) item**. If the successful bidder is awarded **both Items 1 and 2**, the bidder shall provide a performance deposit in the amount of **15% of the total contract price**. Notwithstanding any provision herein to the contrary, the performance deposit shall remain in effect for the entire term of the contract, including all renewals, beginning on demand therefore. The deposit can take any of the forms identified herein. The performance deposit shall guarantee performance of all of the terms and conditions of the contract, including, but not limited to, all warranty work specified herein.

Should the successful bidder elect to use a performance bond, the successful bidder shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract, including, but not limited to the warranties provided herein. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety.

Should the successful bidder elect to use a letter of credit or other security deposit, the letter of credit or other deposit must be payable on demand by the City, with no other conditions precedent thereto, and must otherwise be in a form acceptable to the City Attorney. The City shall use good faith in exercising its rights to the performance deposit, should such an occurrence arise.

PRICE SCHEDULE

Contracted Parks by Quadrants

QUADRANT ONE / SOUTH

Item #1

QUADRANT TWO / NORTH

Item #2 Continued

DAFOSTE	210 DAFOSTE	15.10	PICKWELL	6911 PICKWELL	11.00
SECOND BAPTIST	3330 E. Commerce	1.70	HARLANDALE	301 SUSSEX	11.00
COLISEUM OAKS	101 AMBROSIA	3.84	WESTWOOD	7627 S.W. MILITARY	2.70
DORIE MILLER	2802 M L K	1.04	ADAMS HILL	2003 HUNT LANE	1.60
DAWSON	2500 E. Commerce	4.20	DUCKPOUND	900 ELLISON DR	6.73
FAIRCHILD	1214 E. Crockett	6.80	FARIAS	1012 LEAL	2.10

DIGNOWITY	701 NOLAN	3.20	JOHN TOBIN	1900 W. MARTIN	1.10
LOCKWOOD	801 N. OLIVE	3.80	GARCIA	1200 N FRIO	6.00
HEALY MURPHY	210 NOLAN	1.00	KENWOOD	305 DORA	6.47
DENVER HEIGHTS	300 PORTER	4.20	BUCKEYE	1600 W. WILDWOOD	0.50
HIGHLAND PARK	901 RIGSBY	4.90	LOS ANGELES HTS.	1700 W HERMOSA	0.69
HERRERA	310 "I" STREET	4.50	OLYMPIA	2110 BASSE	2.10
SOUTHSIDE LIONS	310 HIAWATHA	170.00	GRANADOS	500 FREILING	5.00
ROOSEVELT	331Roosevelt	12.90	DELLVIEW	507 BASSWOOD	5.50
CONCEPCION	500 E. THEO	21.50	WINDSOR	2300 INGLESIDE	2.50
MORRILL	238 E. HART	1.40	O P SCHNABEL	9606 BANDERA	55.00
TEJEDA	541 DIVISION	8.90	FRENCH CREEK	7625 MYSTIC PARK	4.00
COLLINS GARDEN	1525 Nogalitos	8.40	NANI FALCONE	7625 MYSTIC PARK	5.00
SAN JUAN BRADY	2307 S. Calaveras	4.80	SPRINGTIME	6571 SPRINGTIME	2.70
MARTINEZ	201 MERIDA	9.80	HAUSMANN	7038 HAUSMAN	10.00
NATATORIUM	1430 W. Durango	2.90	FOX	6518 HAUSMAN	10.00
AMISTAD	1600 TAMPICO	16.50	RIDGE CHASE	4802 DEZAVALA	5.00
ESCOBAR	1400 S.Zaramora	6.00	FARMERS / OPT.	7020 N. MCCULLOUGH	100.00
CASSIANO	1728 POTOSI	5.20	SKIPPER	7022 N. MCCULLOUGH	3.00
CALDERON	600 S.W. 19TH st	2.50	RUSTY LYONS	6900 N. MCCULLOUGH	4.00
APACHE CREEK	2901 EL PASO	155.60	OLMOS PARK	651 DEVINE	13.00
NAVARRO	500 N.W. 24TH st.	3.00	PERSHING	500 SANDMEYER	1.90
LAS PALMAS	503 Castroville	5.50	WOODARD	1101 LOCKE	3.90
VIDUARRI	1210 MERIDA	7.70	JOHN JAMES	1300 RITTIMAN ROAD	40.00
BENAVIDES	1500 SALTILLO	8.00	WILSHIRE TERR.	1301 RITTIMAN ROAD	10.00
Item #1 total acres		504.88	SCATES	434 N MEADOW LANE	0.70
Item #1 price per acre		\$	NORTHRIDGE	821 CHEVY CHASE	4.60
QUADRANT TWO / NORTH Item #2			HASKINS	200 HASKINS	0.90
			NORTHWOOD	100 DALEWOOD	5.00
			KALLISON	9500 MOROGA	7.60
			L B J	10700 NACHODOCHES	35.00
INGRAM HILLS	3803 MAJESTIC DR	3.28	WALKER RANCH	12603 WEST AVE.	14.50
SUNSET HILLS	500 INSPIRATION	1.90	BLOSSOM	15015 HEIMER ROAD	17.60
LEE'S CREEK	1215 E. SUNSHINE	5.00	OAK HAVEN	16400 PARKSTONE	2.00
JOE WARD	435 E. SUNSHINE	4.20	FRIESENHAHN	15701 OCONNOR RD	12.00
SEELING	105 PLACID DRIVE	1.50	McCLAIN	15700 OCONNOR RD	5.00
MONTICELLO	400 CLUB DR	0.05	COMANCHE L'OUT	15551 NACOGDOCHES	12.00
WESTEND	1401 N. HAMILTON	5.20	<u>NORTH HAMPTON</u>	<u>8989 FM78</u>	<u>21.00</u>
OJEDA	1100 N. TRINITY	2.30	Item #2 total acres		493.82
			Item #2 price per acre		\$

Statement:

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.”

**Administrative Services Department
Purchasing Division****Formal Tabulations and Awards by Solicitation Number**

The [Purchasing Division](#) will post preliminary tabulations within seven (7) days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read by the City Clerk's Office during the bid opening. This tabulation is **not** a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the San Antonio City Council. The San Antonio City Council makes the final determination regarding award of contracts where the expenditure is over \$25,000.

The Purchasing Division does not notify bidders as to the outcome of bids. If you are awarded a contract, the Purchasing Division will inform you of the award. In order to determine the status of your bid, you are encouraged to check the City's website at www.sanantonio.gov and view link for the City Council agenda. City Council meeting agendas are posted every Monday morning for regularly scheduled meetings held on the following Thursday. Review the agenda to see whether your bid will be considered at the Thursday meeting. Final bid tabulations indicate the recommendation that is being made by the Purchasing Division, and may be obtained by viewing the City's e-agenda, or requesting them from the City Clerk's office, once the item has been posted on the agenda.

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "ANNUAL CONTRACT FOR LAWN MOWING SERVICE AT CITY
PARKS"
BIDS TO BE OPENED: 2:00 P.M., NOVEMBER 27, 2006
BID NO. A829b-07-JM

REMARKS: